

EXHIBIT B

4-25-2011 POSS

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1 CASE NUMBER: BC297438
2 CASE NAME: DANA POSS VS. 21ST CENTURY
3 INSURANCE COMPANY
4 LOS ANGELES, CALIFORNIA MONDAY, APRIL 25, 2011
5 DEPARTMENT 309 ~~HON. ANTHONY J. MOHR, JUDGE.~~
6 REPORTER: CLAUDIA VECCHI-CORTEZ,
7 CSR NO. 11630
8 TIME: A.M. SESSION
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11 (THE FOLLOWING PROCEEDINGS
12 WERE HELD IN OPEN COURT:)
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14
15 THE COURT: OKAY. GOOD MORNING, COUNSEL. IN
16 MCKAY CAN I HAVE APPEARANCES OF COUNSEL, PLEASE.
17 ~~MR. POMERANCE:~~ YES. GOOD MORNING, YOUR HONOR.
18 DREW POMERANCE ON BEHALF OF THE CLASS.
19 MR. GOSHGARIAN: MARK GOSHGARIAN ON BEHALF OF THE
20 CLASS.
21 MR. PALMER: GOOD MORNING, YOUR HONOR.
22 ~~DARRELL PALMER~~ ON BEHALF OF THE OBJECTORS PICCIONELLI
23 AND AMAYA ALONG WITH MY COLLEAGUE KIRA RUBEL.
24 MR. RUBEL: K-I-R-A, R-U-B-E-L. GOOD MORNING,
25 YOUR HONOR.
26 MR. KELLER: GOOD MORNING, YOUR HONOR. KEN KELLER
27 ON BEHALF OF 21ST CENTURY INSURANCE COMPANY.
28 THE COURT: OKAY. WELL, THIS IS A MOTION TO

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1 ASSESS AN APPEAL BOND ON THE OBJECTORS. I GUESS MY
2 FIRST QUESTION, MORE FROM CURIOSITY THAN ANYTHING ELSE,
3 WHY DIDN'T YOU SHOW UP AT THE FAIRNESS HEARING?

4 MR. PALMER: BECAUSE WE BELIEVE THAT THE MOST
5 IMPORTANT ISSUE ON APPEAL IN THIS CASE IS THE TIMING OF
6 THE ATTORNEY FEE APPLICATION. AND WITHOUT THE
7 APPROPRIATE OPPORTUNITY TO REVIEW THE ATTORNEY FEE
8 APPLICATION BOTH BY THE OBJECTORS AND THE ENTIRE
9 CLASS --

10 THE COURT: SO HELP ME OUT HERE BECAUSE IT'S BEEN
11 A LONG TIME.

12 MR. PALMER: YES.

13 THE COURT: DID THE NOTICE TO THE CLASS SAY
14 NOTHING ABOUT THE ATTORNEY'S FEES?

15 MR. PALMER: I DON'T RECALL WHAT IT SAID ABOUT THE
16 ATTORNEY'S FEES.

17 THE COURT: WHAT DID THE NOTICE SAY ABOUT
18 ATTORNEY'S FEES?

19 MR. POMERANCE: THE NOTICE SAID THAT WE WERE GOING
20 TO BE SEEKING AN ATTORNEY'S FEE AWARD OF \$3.4 MILLION,
21 WHICH IS WHAT WE SOUGHT, WHAT WE GOT, WHICH WAS
22 SUBSTANTIALLY LESS THAN OUR LODESTAR. IT DID NOTIFY
23 THEM. AND MR. PALMER GOT A COPY OF THE ATTORNEY'S FEES
24 MOTION A WEEK BEFORE THE FINAL FAIRNESS HEARING, HAD AN
25 OPPORTUNITY TO COME IN HERE AND SAY ANYTHING HE WANTED
26 ABOUT THE FEES.

27 THE COURT: BUT THE NOTICES THAT WENT OUT TO THE
28 CLASS DID TELL THEM THAT YOU WOULD BE APPLYING FOR THAT

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1 FEE?

2 MR. POMERANCE: ABSOLUTELY.

3 MR. GOSHGARIAN: ABSOLUTELY.

4 THE COURT: WHAT'S THE BASIS OF YOUR OBJECTION?

5 MR. PALMER: THE BASIS OF THE OBJECTION IS THAT
6 THE CLASS DIDN'T HAVE THE OPPORTUNITY TO ACTUALLY LOOK
7 AT THE ATTORNEY FEE APPLICATION. AND JUST LIKE THE
8 NINTH CIRCUIT HAS HELD IN THE MERCURY INTERACTIVE CASE,
9 THE CLASS HAS TO BE GIVEN THE OPPORTUNITY TO REVIEW IN
10 DETAIL THAT APPLICATION; OTHERWISE HOW DOES THE CLASS
11 KNOW --

12 THE COURT: IN OTHER WORDS, THEY SHOULD HAVE THE
13 OPPORTUNITY TO COME DOWN HERE TO THE COURT AND LOOK AT
14 THE PAPERWORK.

15 MR. PALMER: ABSOLUTELY.

16 THE COURT: AND YOU'RE SAYING THAT PAPERWORK
17 DIDN'T COME IN UNTIL THE DAY OF THE HEARING OR --
18 MR. PALMER: NO. IT CAME IN -- I DON'T KNOW THE
19 EXACT FILING DATE. I THINK IT WAS ABOUT A WEEK BEFORE
20 THE HEARING. IT CERTAINLY DIDN'T COMPLY WITH THE LOCAL
21 RULES THAT SAY WHEN YOU FILE A MOTION YOU HAVE TO GIVE
22 ALL PARTIES PROBABLY 20 DAYS NOTICE. THAT WAS CERTAINLY
23 SOMETHING THAT THE MERCURY COURT MENTIONED; THAT THE
24 ATTORNEY FEE APPLICATION IN THAT CASE SIMPLY DIDN'T EVEN
25 COMPLY WITH THE LOCAL RULES IN THE NORTHERN DISTRICT;
26 SO --

27 THE COURT: WELL, OUR RULES OF COURT STATEWIDE ARE
28 DIFFERENT FROM THE LOCAL RULES OF A U.S. DISTRICT COURT.

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1 YOU DO UNDERSTAND THAT?

2 MR. PALMER: ABSOLUTELY I DO. BUT I KNOW FOR A
3 FACT THAT THE LOCAL RULES HERE REQUIRE MORE THAN SEVEN
4 DAYS NOTICE.

5 THE COURT: WHAT LOCAL RULES? WE GO WITH THE
6 CALIFORNIA RULES OF COURT.

7 MR. PALMER: OKAY.

8 THE COURT: MR. KELLER, YOU STOOD UP. DID YOU
9 WANT TO SAY ANYTHING?

10 MR. KELLER: NO. I'VE GOT NOTHING TO SAY IN THIS.

11 THE COURT: OKAY. I MEAN, YOU ARE FREE TO SIT,
12 STAND, WHATEVER YOU WANT TO DO.

13 MR. KELLER: WELL, I JUST FELT THAT I WAS
14 IMPROPER.

15 THE COURT: NO, YOU CAN SIT OR STAND. IT'S OKAY
16 WITH ME EITHER ONE.

17 LOOK, I REALLY GAVE SOME THOUGHT TO THIS
18 MOTION. I WENT THROUGH IT. MY RESEARCH ATTORNEY WENT
19 THROUGH IT. I PLOWED THROUGH IT YESTERDAY WHILE I WAS
20 AT HOME TRYING TO MAKE SOME HEADS OR TAILS OF THIS. I
21 WENT THROUGH THE CASES, AND I GATHER THERE'S REALLY
22 NOTHING IN CALIFORNIA THAT DEALS WITH THIS. AM I RIGHT
23 ABOUT THAT?

24 MR. POMERANCE: WE COULD NOT FIND A CALIFORNIA
25 CASE DIRECTLY ON POINT. CERTAINLY -- AND OBVIOUSLY
26 UNDER CALIFORNIA CLASS ACTION LAW ABSENT CALIFORNIA
27 AUTHORITY --

28 THE COURT: YOU LOOKED TO THE FEDERAL LAW?

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1 MR. POMERANCE: RIGHT.

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2 THE COURT: MR. PALMER, DO YOU AGREE WITH THAT?

3 MR. PALMER: I AGREE. I THINK WE HAVE TO LOOK TO
4 AZIZIAN. I THINK CLASS COUNSEL CITED A LOT OF NON-NINTH
5 CIRCUIT DECISIONS.

6 THE COURT: WELL, THE NINTH CIRCUIT DOESN'T BIND
7 US. WHEN YOU LOOK TO FEDERAL AUTHORITY, I DON'T THINK
8 THERE'S -- IS THERE SOMETHING THAT SAYS THAT THE NINTH
9 CIRCUIT WILL CONTROL? I GRANT YOU IT'S OUR CIRCUIT, BUT
10 STILL IS THAT WHAT THE LAW IS?

11 MR. PALMER: WELL, I ASSUMED THAT SINCE WE WERE IN
12 CALIFORNIA THAT IT WOULD MAKE MORE SENSE TO LOOK AT THE
13 NINTH CIRCUIT, YOUR HONOR.

14 THE COURT: CASES ARE SPLIT. WHEN YOU LOOK AT THE
15 FEDERAL COURTS AROUND THE COUNTRY, THE CASES ARE SPLIT.
16 AND, YOU KNOW, YOU'VE GOT CASES THAT BASICALLY TALK
17 ABOUT HOW IN A SITUATION LIKE THIS IT IS APPROPRIATE TO
18 ORDER AN APPEAL BOND.

19 MR. PALMER: WELL, IF WE'RE GOING TO MOVE FROM THE
20 MERITS OF THE APPEAL, WHICH I WAS DISCUSSING WHEN WE
21 WERE TALKING ABOUT WHETHER OR NOT THE CLASS SHOULD HAVE
22 THE RIGHT TO LOOK AT THE ATTORNEY FEE APPLICATION TO THE
23 APPROPRIATENESS OF THE BOND, THEN I THINK THAT'S A
24 DIFFERENT TOPIC, AND I'D BE HAPPY TO ADDRESS THAT.

25 MR. POMERANCE: YOUR HONOR, THERE'S ONLY ONE
26 PURPOSE FOR AN OBJECTOR EVER TO FILE AN APPEAL. AND
27 IT'S BECAUSE THE OBJECTOR THINKS THAT THE CLASS CAN AND
28 SHOULD DO BETTER AND THAT SOMETHING WAS AMISS ABOUT THE

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1 SETTLEMENT AND THAT THE CLASS CAN DO BETTER. IT IS
2 ABSOLUTELY IMPOSSIBLE AS A MATTER OF LAW FOR ANY

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3 ARGUMENT ON APPEAL TO APPROVE THIS SETTLEMENT AS A
4 RESULT OF THE COURT OF APPEAL DECISION.

5 THE COURT: WELL, YES AND NO. I MEAN, THE ANSWER
6 TO THAT IS YES AND NO. AND HERE IS WHY. AND I WAS
7 TRYING TO KIND OF PUT DOWN DECISION TREES AS I WAS
8 GOING, AND I DON'T THINK I PHRASED IT VERY WELL MYSELF.
9 BUT LET'S ASSUME THAT THE OBJECTOR WINS ON APPEAL.

10 MR. POMERANCE: OKAY. ON WHAT ISSUE?

11 THE COURT: ON EVERY ISSUE OR ANY OF THE ISSUES.

12 MR. POMERANCE: OKAY.

13 THE COURT: THEY SAY "LOOK, THE SETTLEMENT IS NOT
14 FAIR TO THE CLASS." OKAY. THAT WOULD GENERALLY BE WHAT
15 AN OBJECTOR OBJECTS ON. NOW, A COUPLE OF THINGS CAN
16 HAPPEN. THE COURT OF APPEAL WOULD SEND IT BACK AND SAY
17 WE DON'T CONSIDER THIS AGREEMENT FAIR.

18 NOW, ONE OF TWO THINGS WILL HAPPEN. ONE IS
19 THAT THE DEFENDANT IS GOING TO SAY, YOU KNOW, WE'VE GOT
20 THE MCKAY DECISION. BASTA. AND, YOU KNOW, THAT'S IT.
21 WE WALK AWAY, THE CLASS DOESN'T GET A THIN DIME. OR
22 THEY MAY SAY "YOU KNOW, WE AGREED TO SETTLE. LET'S SEE
23 IF WE CAN MAKE THE SETTLEMENT BETTER AND GET THIS THING
24 TO FLY THROUGH THE COURT OF APPEAL." AND THEY, YOU
25 KNOW, TINKER WITH THE SETTLEMENT AGREEMENT, THEY DO WHAT
26 MR. PALMER WANTS THEM TO DO AND NOW -- GUESS WHAT -- THE
27 CLASS DOES BETTER.

28 SAME WITH THE ATTORNEY'S FEES. THAT SEEMS

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1 TO BE WHAT THEY THINK AT LEAST IS THEIR LONGEST AND
2 STRONGEST SUIT; THAT THE ATTORNEY FEE APPLICATION I
3 GUESS SHOULD HAVE BEEN POSTED ALONG WITH THE NOTICE OF

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4 HEARING ON A FINAL APPROVAL OR SOMETHING LIKE THAT AS
5 OPPOSED TO A WEEK AHEAD.

6 SO THE COURT OF APPEAL SAYS YOU'RE RIGHT.
7 THE CLASS SHOULD HAVE BEEN ABLE TO REVIEW IT. WE
8 REMAND. WE WILL RESET A DATE FOR THE FAIRNESS HEARING
9 AND WE'LL GIVE THE CLASS 30 DAYS NOTICE; IN OTHER WORDS,
10 NOW IT'S POSTED. OR IT'S NOT NECESSARILY POSTED. IT'S
11 HERE IN THE COURT FILE. ANYBODY CAN COME DOWN AND SEE
12 IT. I DON'T THINK THERE'S ANY REQUIREMENT TO POST THESE
13 THINGS ON-LINE. BUT IN ANY CASE, WHATEVER IT IS, IT IS.
14 BUT -- I MEAN, ISN'T THAT SOMETHING THE CLASS --

15 MR. POMERANCE: NO. LET ME ANSWER BOTH OF THE
16 QUESTIONS NO.

17 THE COURT: OKAY.

18 MR. POMERANCE: IN THE FIRST CASE -- AND I'M NOT
19 GOING TO SPEAK FOR MR. KELLER.

20 MR. KELLER: BUT I'M HAPPY TO WHEN YOU'RE DONE.

21 MR. POMERANCE: OKAY. I CAN'T FATHOM WHERE A
22 DEFENDANT HAS A CHOICE OF EITHER PAYING A TOTAL OF \$6,
23 7, 8 MILLION --

24 THE COURT: OR NOTHING.

25 MR. POMERANCE: -- OR NOTHING THAT THEY WOULD SAY,
26 YOU KNOW, WE HAVE A BINDING JUDGMENT AT THE COURT OF
27 APPEAL THAT SAYS THAT WE HAVE ABSOLUTELY NO LIABILITY SO
28 LET'S PAY \$8 MILLION. I MEAN, ANYTHING IS POSSIBLE.

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1 BUT THAT'S ABSURD.
2 THE COURT: I UNDERSTAND THAT.
3 MR. POMERANCE: OKAY. SO THEN MY SECOND ISSUE ON
4 THE ATTORNEY'S FEES, WHICH AS THE COURT REMARKED MIGHT

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5 BE THEIR BEST ARGUMENT ON POSTING THIS THING, BUT EVEN
6 IF THAT WERE TO OCCUR AND EVEN IF THE CLASS COULD THEN
7 SEE OUR FEES AND EVEN IF CLASS MEMBERS COULD CONVINCE
8 YOUR HONOR THAT OUR FEES ARE EXCESSIVE, THAT CAN'T
9 BENEFIT THE CLASS BECAUSE THOSE FEES ARE PAID SEPARATE
10 AND APART FROM ANY BENEFITS GOING TO THE CLASS.

11 SO EVEN IF MR. GOSHGARIAN AND I GOT NOTHING
12 FOR TEN YEARS OF WORK AND \$4 MILLION WORTH OF LODESTAR,
13 THE CLASS WOULDN'T GET A PENNY EXTRA, SO --

14 THE COURT: WELL, LET ME ASK YOU THIS, MR. PALMER.
15 I WANT YOU TO ASSUME YOU PREVAIL ON YOUR ATTORNEY'S FEES
16 ARGUMENT. NOW THE CLASS GETS TO LOOK AT THE ATTORNEY'S
17 FEES AND SOMEBODY OBJECTS, PROBABLY YOU OR SOMEBODY, AND
18 YOU WIN. AND I SAY, "YOU KNOW, YOU'RE RIGHT. THE FEES
19 ARE A LITTLE EXCESSIVE. I'M GOING TO LOWER THE FEE."
20 HOW DOES THE CLASS BENEFIT FROM THAT? HOW DOES ANYBODY
21 BENEFIT EXCEPT FOR 21ST CENTURY? YOU DON'T.

22 MR. PALMER: THEY BENEFIT FROM --

23 THE COURT: HOW?

24 MR. PALMER: DUE PROCESS. THEY HAVE HAD THE
25 OPPORTUNITY TO LOOK AT THE FEE APPLICATION.

26 THE COURT: AND TO WHAT END, THOUGH? BECAUSE THE
27 MONEY IS COMING FROM 20TH CENTURY. IF I CUT THE
28 ATTORNEY'S FEES IN HALF, YOU HAVE NOT BENEFITED AND,

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1 FRANKLY, YOU WOULDN'T EARN ANY FEES ON THIS OBJECTION
2 BECAUSE THE CLASS HASN'T BENEFITED. YOU ARE A MEMBER OF
3 THE CLASS. IT'S NOT COMING OUT OF THE FUND LEAVING MORE
4 MONEY THERE FOR THE CLASS.

5 YOU ARE HELPING 21ST CENTURY, YOU KNOW, AND

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6 IF YOU OWN STOCK IN THE COMPANY, MAYBE IT WILL RAISE
7 YOUR SHARE PRICE A PENNY OR TWO. BUT I DON'T SEE HOW
8 IT'S GOING TO HELP THE CLASS.

9 MR. PALMER: WHAT HAPPENED IN THE MERCURY CASE WAS
10 THAT THE NEW YORK STATE TEACHERS ASSOCIATION WAS A CLASS
11 MEMBER -- THEIR RETIREMENT FUND. AND THE GENERAL
12 COUNSEL WROTE A LONG LETTER TO THE CLASS COUNSEL
13 OBJECTING AND SAYING WE HAVEN'T HAD THE OPPORTUNITY TO
14 REVIEW THIS APPLICATION AND WE THINK THAT'S VERY
15 IMPORTANT IN THIS CASE. AND INDEED IT WENT TO THE
16 NINTH. IT CAME BACK. THERE WAS FULL DISCLOSURE --

17 THE COURT: HANG ON, MR. PALMER. WHERE IS MERCURY
18 IN YOUR APPENDIX OF AUTHORITY?

19 MR. POMERANCE: AND MERCURY INTERACTIVE WAS A
20 COMMON FUND CASE, YOUR HONOR. IT'S JUST COMPLETELY
21 DIFFERENT.

22 THE COURT: BUT, I MEAN, IS THIS A REPORTED
23 DECISION SOMEWHERE?

24 MR. PALMER: YES, IT IS.

25 THE COURT: WHERE? WHERE IN YOUR APPENDIX DID YOU
26 CITE IT?

27 MR. PALMER: I DON'T HAVE THE APPENDIX WITH ME,
28 YOUR HONOR.

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1 THE COURT: I'VE GOT IT. WOULD YOU LIKE TO SEE
2 IT?

3 MR. PALMER: NO, SIR.

4 THE COURT: I MEAN, YOU KNOW, I DON'T SEE IT IN
5 THE APPENDIX UNLESS IT'S UNDER ANOTHER NAME. IT'S A
6 NINTH CIRCUIT CASE; CORRECT?

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7 MR. PALMER: THAT'S CORRECT.
8 THE COURT: IS IT AZIZIAN VERSUS FEDERATED OR
9 DEWITT AGAINST WESTERN PACIFIC?
10 MR. PALMER: ARE YOU LOOKING AT THE OBJECTION,
11 YOUR HONOR OR AT THE OPPOSITION TO THE BOND MOTION?
12 THE COURT: I'M LOOKING AT THE APPENDIX OF
13 NON-CALIFORNIA AUTHORITY IN SUPPORT OF OPPOSITION TO
14 OBJECTORS GREGORY PICCIONELLI. THAT'S WHERE IT WOULD BE
15 IF IT'S ANYWHERE.
16 MR. PALMER: NO. IT WAS IN THE ORIGINAL
17 OBJECTION, YOUR HONOR. MERCURY ISN'T PART OF THE BOND
18 MOTION. THAT HAS TO GO TO THE MERITS OF OUR APPEAL.
19 THE COURT: WELL, WHAT HAPPENED THERE?
20 MR. PALMER: PARDON ME?
21 THE COURT: WHAT HAPPENED IN MERCURY?
22 MR. PALMER: THE NEW YORK TEACHERS STATE
23 RETIREMENT FUND OBJECTED SAYING THAT THEY HAD NOT BEEN
24 GIVEN THE OPPORTUNITY TO REVIEW THE ATTORNEY'S FEE
25 APPLICATION. THEN THE NINTH CIRCUIT SAID WE AGREE. WE
26 THINK THAT UNDER RULE 23, THE CLASS HAS THE OPPORTUNITY
27 TO REVIEW THE ENTIRE DECISION. AND IN THIS INSTANCE,
28 THE CLASS COUNSEL DIDN'T EVEN COMPLY WITH THE LOCAL

11

1 RULES WHICH REQUIRES THEM TO GIVE 14 DAYS NOTICE BEFORE
2 A MOTION. AND THEY REMANDED IT SOLELY ON THE QUESTION
3 OF ATTORNEY'S FEES.
4 THE COURT: WASN'T THAT A COMMON FUND CASE?
5 MR. PALMER: IT WAS A COMMON FUND.
6 THE COURT: DOESN'T THAT MAKE THIS SHARPLY
7 DIFFERENT FROM WHAT WE'RE DOING HERE?

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8 MR. PALMER: I DON'T THINK SO. THE POINT OF THE
9 CASE WAS NOT WHETHER SOMEBODY WANTED TO REDUCE OR
10 ENLARGE. THE POINT OF THE CASE WAS TO GIVE THE CLASS
11 THE OPPORTUNITY TO REVIEW THE ATTORNEY FEE APPLICATION
12 TO SEE WHAT THESE LAWYERS WHO PROFESSED TO BE THE
13 CLASS'S LAWYERS HAVE DONE, WHAT THEY ARE BILLING TO
14 THEIR LODESTAR.

15 I MEAN, DID THEY BILL THAT ENTIRE APPEAL
16 WHICH WAS LARGELY DUE TO A VERY SERIOUS PROCEDURAL
17 MISTAKE? WAS THAT BILLED AS PART OF THE LODESTAR? WE
18 DON'T KNOW IN THIS INSTANCE. AND THOUSANDS OF CLASS
19 MEMBERS DIDN'T KNOW. THAT WAS THE POINT OF MERCURY.
20 AND IT HAS HAD -- SINCE THAT TIME, YOUR HONOR, IT HAS
21 HAD VERY IMPORTANT FAR-REACHING IMPLICATIONS IN THIS
22 BUSINESS.

23 MR. POMERANCE: YOUR HONOR, MERCURY INTERACTIVE
24 WAS DECIDED ON TWO BASIS. ONE, THERE WAS A FAILURE TO
25 COMPLY WITH AN EXPLICIT PROVISION OF FEDERAL RULE 23
26 WHICH WE DON'T HAVE IN CALIFORNIA. AND, TWO, YOU ARE
27 EXACTLY RIGHT. THE COURT EMPHASIZED THE COMMON FUND
28 NATURE OF THE CASE AND THE FACT THAT ON APPEAL A CLASS

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1 MEMBER MAY POINT OUT SOMETHING IN THE ATTORNEY'S FEES
2 THAT COULD ULTIMATELY READ DOWN TO THE BENEFIT OF THE
3 CLASS, WHICH IS NOT PRESENT IN THIS CASE.

4 MR. PALMER: WELL, WE'RE ARGUING THE MERITS OF OUR
5 APPEAL AT THIS POINT.

6 THE COURT: INDEED. MR. PALMER, INDEED. THEY ARE
7 TELLING ME THAT YOUR APPEAL IS FRIVOLOUS; THAT YOU ARE
8 DOING THIS FOR YOUR OWN GAIN. AND THEY ARE SAYING --

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9 AND THEY HAVE CITED ME AUTHORITY SAYING THAT I CAN AND
10 SHOULD IMPOSE AN APPEAL BOND IN A SITUATION LIKE THAT.
11 SO INDEED WE'RE ARGUING THE MERITS, AND YOUR OPPOSITION
12 IS BEREFT OF ANY AUTHORITY OR DISCUSSION OF THE MERITS.
13 YES, INDEED, WE'RE TALKING ABOUT THE --

14 MR. PALMER: IT SHOULDN'T HAVE ANYTHING TO DO WITH
15 THE MERITS. IN FACT, WE CITED CASES IN -- AZIZIAN SAYS
16 THE MERITS HAVE TO BE LEFT TO THE COURT ABOVE.

17 THE COURT: YEAH.

18 MR. PALMER: NOT HERE.

19 THE COURT: AND THERE ARE OTHER CASES THAT THEY
20 HAVE CITED THAT HOLD TO THE OPPOSITE. WE HAVE A
21 COMPETING LINE OF CASES.

22 MR. PALMER: OKAY. SO LET ME MOVE TO THE QUESTION
23 OF THE BOND. BECAUSE I WILL TELL YOU THAT IN THIS CASE
24 THE RECORD IS GOING TO BE RELATIVELY SMALL. THEIR
25 RECOVERABLE COSTS ON APPEAL ARE FAIRLY SMALL. AND IF
26 IT'S REALLY IMPORTANT, I WILL GIVE THEM \$2,500 TO PUT IN
27 THEIR TRUST FUND TO HOLD FOR THAT REASON. BUT THAT'S
28 ABOUT ALL --

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1 THE COURT: BUT WHAT ABOUT THE FACT THAT THE
2 MEMBERS OF THE CLASS ARE GOING TO BE HELD UP ON THIS
3 SETTLEMENT AND THAT THE CLASS ADMINISTRATOR HAS BEEN
4 FROZEN, HE CAN'T DO ANYTHING?

5 MR. PALMER: THERE'S NO AUTHORITY WHATSOEVER TO
6 SUGGEST THAT AN APPEAL BOND SHOULD COVER ANYTHING EXCEPT
7 THE ITEMS LISTED IN CRC8.278.

8 MR. GOSHGARIAN: YOUR HONOR, I THINK THAT THE
9 COURT HAS SEEN OUR CASES. THE COURT CAN SEE RIGHT

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10 THROUGH WHAT IS GOING ON HERE.

11 THE COURT: OH, IT'S CLEAR WHAT IS GOING ON. IT'S
12 CLEAR THE QUESTION IS WHETHER I CAN DO ANYTHING ABOUT
13 IT.

14 MR. GOSHGARIAN: ABSOLUTELY YOU CAN.

15 THE COURT: BUT WHAT YOU SAY IN YOUR PAPERS, AS
16 FAR AS I'M CONCERNED, IS ABSOLUTELY TRUE. EVERY WORD.

17 MR. GOSHGARIAN: THIS COURT HAS THE DISCRETION AND
18 THE ABILITY TO STOP THIS NONSENSE. THAT'S WHAT HAS TO
19 HAPPEN. THIS COURT HAS THE AUTHORITY TO --

20 THE COURT: MR. GOSHGARIAN. I DON'T KNOW.

21 MR. GOSHGARIAN: WE HAVE TO PROTECT THE CLASS.

22 THE COURT: THIS IS ONE OF THOSE CASES -- AND
23 EVERY JUDGE GETS ONE AND WE'VE SEEN MOVIES MADE ABOUT
24 THEM WHERE, YOU KNOW, THE JUDGE WOULD LIKE TO DO
25 SOMETHING WHICH THE JUDGE WOULD REGRET LATER ON BECAUSE
26 IT LOOKS LIKE A HORRIBLE INJUSTICE IS IN PROGRESS. BUT
27 QUERY UNDER THE LAW CAN THE JUDGE DO IT? AND THAT'S
28 WHERE I'M STRUGGLING. I ABSOLUTELY AGREE WITH YOU THAT

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1 THIS OBJECTION WAS DONE FOR A VERY IMPROPER PURPOSE. IT
2 LOOKS TO ME ON THE FACE OF IT AS IF IT'S AN ABUSIVE
3 PROCESS. I MEAN, IT LOOKS TORTUOUS, TO BE FRANK WITH
4 YOU.

5 MR. GOSHGARIAN: WE AGREE.

6 MR. POMERANCE: I THINK YOUR HONOR THERE'S ENOUGH
7 CASE AUTHORITY IN THE FEDERAL COURTS TO CERTAINLY GIVE
8 YOUR HONOR COMFORT THAT YOU ARE NOT STRIKING OUT ON
9 SOMETHING THAT'S JUST COMPLETELY CRAZY. I THINK UNDER
10 CALIFORNIA --

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11 THE COURT: EVEN IF IT'S A LITTLE CRAZY, I HAVE TO
12 BE CAREFUL.
13 MR. POMERANCE: NO, I DON'T THINK IT'S A LITTLE
14 CRAZY. LOOK, OTHER COURTS HAVE DONE IT. OTHER COURTS
15 HAVE ASSESSED BOND --
16 THE COURT: STATE COURTS?
17 MR. POMERANCE: FEDERAL COURTS.
18 THE COURT: OKAY.
19 MR. POMERANCE: OKAY. BUT OTHER FEDERAL COURTS
20 HAVE ASSESSED BONDS OF HUNDREDS OF THOUSANDS OF DOLLARS
21 AGAINST MR. PALMER AND HIS PARTNER MR. SIEGEL.
22 MR. PALMER: NO, NO, NO. CAREFUL.
23 MR. POMERANCE: SO THIS ISN'T OUTRAGEOUS; AND,
24 TWO, YOU HAVE THE AUTHORITY AND THE DUTY TO PROTECT THE
25 ABSENT CLASS MEMBERS. OF THAT MUCH I'M SURE.
26 THE COURT: WELL, I HAVE TO BE CAREFUL BECAUSE,
27 YOU KNOW, YOU'VE GIVEN ME A VERY LONG AND SORTED HISTORY
28 OF WHAT THESE PEOPLE HAVE BEEN DOING. AND, YOU KNOW, I

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1 READ THE OPINION FROM THE JUDGE IN MINNESOTA REFERRING
2 TO THE PARASITE FISH, AND I REMEMBER THERE WAS A SECOND
3 OPINION. WHEN I READ THOSE --
4 MR. PALMER: WITH ALL DUE RESPECT, YOUR HONOR,
5 THAT IS COMPLETELY IRRELEVANT. WOULD YOU LIKE --
6 THE COURT: MR. PALMER, IF YOU WOULD REFRAIN FROM
7 INTERRUPTING ME, WHICH YOU KNOW IS INAPPROPRIATE IN AN
8 ORAL ARGUMENT, MAYBE I WOULD HAVE SAID SOMETHING THAT
9 COULD HAVE HELPED YOU OUT. OKAY? BUT NOW YOU HAVE
10 BROKEN MY TRAIN OF THOUGHT.
11 MR. KELLER: YOUR HONOR, COULD I JUST SAY, YOU

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12 RAISE THE QUESTION OF THE APPEAL BEING SUCCESSFUL,
13 COMING BACK DOWN AND MAYBE 21ST CENTURY WOULD MODIFY THE
14 SETTLEMENT. AS MR. POMERANCE HAS SAID, NOT A CHANCE.
15 WE'VE FOUGHT THIS THING FOREVER. WHILE THERE WAS NO
16 PETITION FOR A HEARING TO THE SUPREME COURT, EVERYBODY
17 AND THEIR BROTHER FILED A PETITION FOR DE-PUBLICATION.

18 THE COURT: OH, I REMEMBER THAT.

19 MR. KELLER: YES. HARVEY ROSENFIELD LINED UP THE
20 WORLD. I GOT TIRED -- I FINALLY STARTED WRITING LETTERS
21 SAYING, YOU KNOW, I REPRESENT 21ST CENTURY TO THE
22 SUPREME COURT. HAVING GONE THROUGH THAT PROCESS, THIS
23 IS IT. WE'RE HONORING THE SETTLEMENT. WE CUT A DEAL.

24 THE COURT: BUT WHAT HAPPENS? WHAT HAPPENS? IF
25 MR. PALMER WINS ON THE ATTORNEY FEE ISSUE AND BACK IT
26 COMES WITH A REQUEST AND THE REQUIREMENT THAT THEY GIVE
27 THE CLASS FULL NOTICE, IF YOU WILL, OF THE FEE
28 APPLICATION, I MEAN, WHAT DO YOU DO? AT THAT POINT DO

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1 YOU SAY "I'M SORRY. WE HAVE NO DEAL?" IT ONLY CAN HELP
2 YOU. BECAUSE IF I FIND THE FEES ARE TOO HIGH, I'M GOING
3 TO CUT THEM AND YOU ARE GOING TO DO BETTER THAN YOU DID.

4 MR. KELLER: I SUSPECT THAT AT BEST IT WOULD BE A
5 WASH; THAT WHEN WE GET DONE WITH RUST SENDING NOTICE TO
6 ALL OF THESE PEOPLE, I'M JUST ASSUMING THAT YOU ARE NOT
7 WHACKING IT IN HALF OR SOMETHING; THAT IF THERE WAS
8 ANY --

9 THE COURT: I MEAN, RUST WOULD HAVE TO SEND OUT
10 ANOTHER NOTICE. THERE'S NO QUESTION ABOUT IT.

11 MR. KELLER: YEAH. I DON'T, FRANKLY, KNOW THE
12 ANSWER ON THE ATTORNEY FEE. BUT IN TERMS OF IN ANY WAY

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13 MODIFYING SOMETHING THAT WOULD HELP THE CLASS, THAT IS
14 MORE MONEY TO THE CLASS, THAT'S NOT GOING TO HAPPEN.

15 MR. GOSHGARIAN: AND, YOUR HONOR, NOT TO
16 INTERRUPT.

17 MR. KELLER: I'M DONE.

18 MR. GOSHGARIAN: THE NOTION THAT THE CLASS DIDN'T
19 GET NOTICE IS FALSE. THE NOTION THAT THE MOTION WASN'T
20 ON FILE PURSUANT TO THIS COURT'S ORDER AND THIS COURT'S
21 BRIEFING SCHEDULE IS FALSE. THE NOTION THAT WE ARE
22 SOMEHOW REQUIRED TO COMPLY WITH RULE 23(H) IS FALSE.

23 THE COURT: AND 23(H) SAYS...

24 MR. GOSHGARIAN: FIRST OF ALL, 23(H) DOESN'T EVEN
25 STATE WHAT THESE OBJECTORS HAVE STATED IT STATES. BUT
26 THAT'S NOT REQUIRED IN CALIFORNIA. THIS COURT SET ITS
27 OWN BRIEFING SCHEDULE, WHICH IT HAS THE DISCRETION TO
28 DO. THIS COURT REVIEWED AND ANALYZED OUR FEES. THE

†

17

1 CLASS HAD NOTICE OF OUR FEE REQUEST FOR MONTHS. THE
2 MOTION ITSELF WAS ON FILE. THE OBJECTORS HAD IT IN
3 THEIR HANDS. THE OBJECTORS DIDN'T FILE ANY MORE PAPERS.
4 THE OBJECTORS DIDN'T EVEN MAKE A PHONE CALL TO THIS
5 COURT. THE OBJECTORS DIDN'T APPEAR. NOW THERE'S
6 540,000 PEOPLE THAT THESE OBJECTORS ARE HOLDING HOSTAGE
7 AND WHAT THEY ARE DOING IS WRONG. THIS COURT HAS THE
8 POWER.

9 THE COURT: HAVE YOU NOTIFIED THE STATE BAR ABOUT
10 THIS?

11 MR. GOSHGARIAN: NO.

12 MR. POMERANCE: WE HAVE NOT DONE THAT YET, NO.

13 MR. GOSHGARIAN: THIS COURT HAS THE POWER TO DO

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14 WHAT WE'RE ASKING IT TO DO. WHATEVER HAPPENS IN THE
15 FUTURE WILL HAPPEN. BUT THESE CLASS MEMBERS NEED TO BE
16 PROTECTED FROM THESE OBJECTORS. THIS IS WRONG. WE NEED
17 TO STAND UP AND SAY IT'S WRONG. AND IF THE COURT OF
18 APPEALS WANTS TO SAY THAT WHAT THEY ARE DOING IS RIGHT,
19 LET THEM SAY IT. THEY ARE NOT GOING TO DO THAT.

20 THEY ARE GOING TO SAY THE SAME THING THAT
21 THE OTHER COURTS HAVE SAID, WHAT THIS COURT HAS SAID.
22 THIS COURT KNOWS ABOUT THIS PARTICULAR SETTLEMENT.
23 WE'VE BEEN HERE FOR TEN LONG YEARS. WE'VE GOT A
24 FANTASTIC RESULT. THIS IS NOT COMING BACK; THIS IS NOT
25 COMING BACK. OUR FEES ARE NOT GOING TO GET CUT.

26 THE COURT: HAVE THEY TRIED TO NEGOTIATE WITH YOU
27 ON THIS? ACCORDING TO YOU, THAT --

28 MR. GOSHGARIAN: I HAVEN'T SPOKEN TO THEM.

18

1 MR. POMERANCE HAS.

2 MR. POMERANCE: NO.

3 MR. PALMER: MAY I SPEAK.

4 THE COURT: YES. GO AHEAD.

5 MR. PALMER: I THINK IT'S SO UNFAIR THAT YOU ARE
6 MAKING THAT SORT OF ASSUMPTION.

7 THE COURT: WHAT ASSUMPTION?

8 MR. PALMER: THAT WE'RE HERE FOR SOME ILLICIT OR
9 UNETHICAL PURPOSE.

10 THE COURT: COUNSEL, THE CIRCUMSTANTIAL EVIDENCE
11 IS OVERWHELMING. NOW, THE PROBLEM I HAVE IS I DON'T
12 WANT ANY BOND ORDER I MAKE OR ANYTHING I DO TO PUNISH
13 YOU FOR PAST CONDUCT. IT'S LIKE THERE'S AN OLD CASE
14 CAROL RICHARDS VERSUS SUPERIOR COURT, WHICH SAYS YOU

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15 DON'T SANCTION COUNSEL FOR PRIOR CONDUCT.

16 IF YOU IMPOSE A SANCTION, YOU SANCTION THE
17 CONDUCT THAT IS BEFORE THE COURT. AND BEFORE YOU
18 INTERRUPTED ME, THAT'S WHERE I WAS GOING. OKAY? SO I'M
19 NOT GOING TO SIT HERE AND SAY I'M IMPOSING A BOND
20 BECAUSE I DON'T LIKE WHAT YOU'VE DONE IN A NUMBER OF
21 EARLIER CASES.

22 ON THE OTHER HAND, I CANNOT SHIELD MY EYES
23 FROM THAT. OKAY? THERE IS A HISTORY HERE, AND THE
24 HISTORY IS NOT ONE THAT YOU SHOULD BE PROUD OF. AND THE
25 QUESTION BECOMES NOT WHAT HAPPENED IN THOSE CASES BUT
26 WHAT IS GOING ON IN THIS PARTICULAR CASE.

27 NOW, ONE THING IN YOUR FAVOR. WHEN I LOOK
28 AT -- I THINK IT WAS -- IT WAS ONE OF THE CASES THAT YOU

19

1 CITED WHERE A BOND WAS IMPOSED. I THINK IT WAS OUT OF
2 WISCONSIN.

3 MR. PALMER: WELL, WE CITED THE COMMENTS FROM A
4 WISCONSIN JUDGE, BUT WE CITED VULNER.

5 THE COURT: OKAY. WELL, THERE WAS A JUDGE WHO
6 SAID, "LOOK, THE OBJECTION GAVE NO GROUNDS WHATSOEVER."
7 AND THAT WAS ONE OF THE REASONS THE JUDGE FOUND THE
8 APPEAL TO BE FRIVOLOUS. THIS OBJECTION IS DETAILED. IT
9 GIVES FOREGROUND AND IT ARTICULATES THEM FAIRLY WELL.
10 SO THAT'S THE DISTINGUISHING POINT THAT I HAVE TO THINK
11 ABOUT.

12 MR. GOSHGARIAN: CAN I MAKE --

13 THE COURT: NOW, I HAVE TO BE VERY CAREFUL OF
14 SAYING I KNOW THE APPEAL IS FRIVOLOUS BECAUSE OBVIOUSLY,
15 YOU KNOW, SOMEBODY LOOKING IN FROM THE OUTSIDE COULD

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16 SAY, "WELL, NATURALLY THE TRIAL JUDGE HAS A STAKE IN
17 THIS. HE DOESN'T WANT TO GET REVERSED. HE'S GOING TO
18 CALL THE APPEAL FRIVOLOUS." SO I HAVE TO BE VERY
19 CAREFUL ABOUT THAT.

20 MR. GOSHGARIAN: CAN I MAKE A SUGGESTION?

21 THE COURT: YES.

22 MR. GOSHGARIAN: IF YOU LOOK AT OUR MOTION --

23 THE COURT: I HAVE.

24 MR. GOSHGARIAN: WE TOOK A LOT OF TIME AND EFFORT
25 TO DETERMINE WHAT AMOUNT OF THE BOND SHOULD BE IMPOSED.

26 THE COURT: BUT I'M NOT THERE YET. I'M TALKING
27 ABOUT SHOULD I IMPOSE THE BOND, ASSUMING I EVEN HAVE THE
28 AUTHORITY. THIS IS A DISCRETIONARY ACT OF THIS COURT.

20

1 MR. GOSHGARIAN: OF COURSE IT'S DISCRETIONARY.
2 THE COURT: AND I HAVE TO REALLY THINK LONG AND
3 HARD ABOUT IT. THERE'S A LOT OF ABSENCE OF LAW AND I
4 HAVE TO FIGURE OUT WHAT IS THE LAW. REMEMBER WHEN YOU
5 THINK ABOUT WHAT A LAW SHOULD BE, IMAGINE THE LAW IN THE
6 HANDS OF YOUR ENEMIES. AND IF A TRIAL JUDGE HAS THE
7 AUTHORITY TO IMPOSE A BOND BECAUSE AN APPEAL IS
8 FRIVOLOUS, THE WRONG TRIAL JUDGE IS GOING TO IMPOSE A
9 WHOPPING BOND IN A CASE WHERE THE JUDGE JUST DOESN'T
10 WANT TO BE REVERSED EVEN THOUGH THE JUDGE MAY KNOW IN
11 HIS HEART OF HEARTS THE APPEAL IS VERY GOOD. AND, YOU
12 KNOW, QUERY DO WE WANT THAT LAW IN CALIFORNIA? THE
13 ANSWER IS THERE'S SOME DANGER.

14 MR. GOSHGARIAN: OBVIOUSLY. BUT HERE IS WHAT I'M
15 GOING TO SUGGEST.

16 THE COURT: YEAH.

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17 MR. GOSHGARIAN: THE BOND THAT IS BEING REQUESTED,
18 IF THE COURT EXERCISES ITS DISCRETION TO IMPOSE A BOND,
19 WHICH WE URGE THE COURT TO DO, DOES NOT TAKE INTO
20 ACCOUNT ANY ATTORNEY'S FEES. THAT'S PUT ASIDE. IT'S
21 SIMPLY TO PROTECT THE CLASS. THE CLASS RELIEF. IF THE
22 ATTORNEY'S FEES GO TO ZERO, MR. POMERANCE AND I WORKED
23 FOR TEN YEARS FOR NOTHING, THE AMOUNT THAT WE'VE
24 REQUESTED IS SOLELY DESIGNED TO PROTECT THE CLASS.
25 THAT'S IT.

26 THE COURT: NO, I UNDERSTAND THAT.

27 MS. RUBEL: YOUR HONOR --

28 THE COURT: ALL RIGHT. GO AHEAD, MR. PALMER.

21

1 MR. PALMER: ALL RIGHT. I DON'T DISPUTE THAT YOU
2 HAVE THE AUTHORITY TO IMPOSE A BOND, YOUR HONOR. THAT'S
3 NOT A QUESTION. I AM VERY WORRIED ABOUT THE COURT'S
4 INDICATION THAT YOU ARE RELYING ON UNSUBSTANTIATED
5 HEARSAY EVIDENCE THAT IS SO ARGUMENTATIVE THAT IT'S
6 OBSCENE TALKING ABOUT HISTORY AND THINGS IN OTHER CASES.
7 AND I DID NOT ADDRESS THAT BECAUSE, ONE, IT'S
8 IRRELEVANT; TWO, IT'S TOTALLY INADMISSIBLE HEARSAY.
9 AND, THREE, I'VE BEEN HERE BEFORE, AND I JUST DIDN'T
10 THINK THAT WOULD SWAY YOU.

11 BUT IF YOU WOULD LIKE TO HEAR A RESPONSE TO
12 THAT, EVEN THOUGH I THINK IT'S IRRELEVANT, I CAN TELL
13 YOU ABOUT ALL THE CASES THAT I'VE MADE SUBSTANTIAL
14 IMPROVEMENTS IN THIS PROCESS IN INCLUDING ENRON,
15 RODRIGUEZ VERSUS WEST. AND, IN FACT, IN THAT CASE, I
16 THINK IF THIS CASE CAME BACK, YOU WOULD HAVE TO
17 CAREFULLY CONSIDER AS TO WHETHER OR NOT THE RULE IN

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18 RODRIGUEZ WOULD PROHIBIT ANY AWARD OF ATTORNEY'S FEES.

19 BUT I'M NOT PREPARED TO ARGUE THAT TODAY.
20 BUT I WILL TELL YOU THIS, YOUR HONOR. IN TERMS OF THE
21 SETTLEMENT TO THE CLASS, I WILL SAY ON THE RECORD WE'RE
22 NOT GOING TO APPEAL THAT. AND, IN FACT, AS FAR AS I'M
23 CONCERNED, THAT PART COULD BE DISPERSED. WHAT WE'RE
24 APPEALING --

25 THE COURT: WAIT, WAIT. OKAY. SO TELL ME WHAT
26 YOU'RE APPEALING?

27 MR. PALMER: WE'RE APPEALING THIS QUESTION OF
28 NOTICE TO THE CLASS TO THE ATTORNEY'S FEES. I'VE SAID

22

1 THIS TO MR. POMERANCE. I'VE TRIED TO BE CRYSTAL CLEAR.

2 THE COURT: SO THE OTHER THREE GROUNDS ARE
3 BASICALLY GOING TO BE ABANDONED?

4 MR. PALMER: THAT'S RIGHT.

5 MR. POMERANCE: IT STILL DOESN'T CHANGE ANYTHING.
6 UNDER THE AGREEMENT NOTHING CAN HAPPEN IN THE SETTLEMENT
7 IF THERE'S AN APPEAL PENDING. WE DON'T KNOW WHAT THE
8 COURT OF APPEAL IS GOING TO DO. IT MIGHT LOOK AT
9 SOMETHING ELSE.

10 MR. GOSHGARIAN: EVEN MORE IMPORTANT.

11 MR. POMERANCE: IT'S STILL -- HE CAN'T CONTROL
12 WHETHER THE CLASS GETS BENEFITS BY TAILORING HIS APPEAL.
13 THERE'S STILL A HOLD UP.

14 THE COURT: LET ME DO THIS. COUNSEL, I'VE GOT A
15 TRIAL IN THE MIDST. I'M ALREADY LATE FOR IT. WHAT I
16 WOULD LIKE TO DO -- YOU CAN DO ONE OF TWO THINGS. YOU
17 CAN COME BACK, OR IF YOU WANT, I'LL GIVE YOU LIKE 10 OR
18 14 DAYS TO FILE CLOSING BRIEFS ON ANY MATTER YOU WANT TO

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19 FILE THEM ON AND THEN I'LL TAKE THE MATTER UNDER
20 SUBMISSION. WHAT'S YOUR PLEASURE?
21 MR. GOSHGARIAN: WE'LL COME BACK THIS AFTERNOON.
22 THE COURT: NO, NO, NO. I'M IN TRIAL ALL DAY.
23 MR. GOSHGARIAN: OKAY. WHATEVER IS THE COURT'S
24 PLEASURE. IF THE COURT WOULD THINK IT WOULD BE MORE
25 HELPFUL TO BE HERE OR FILE CLOSING ARGUMENTS.
26 THE COURT: I TEND TO THINK A CLOSING BRIEF WOULD
27 BE BETTER. AND IF THEN I WANT ANOTHER HEARING, WE'LL
28 CALL YOU AND ASK YOU IN. OTHERWISE, I'LL JUST TAKE IT

23

1 UNDER SUBMISSION. HOW MUCH TIME WOULD YOU LIKE?
2 MR. POMERANCE: WHATEVER IS THE COURT'S
3 PREFERENCE.
4 MR. GOSHGARIAN: A WEEK.
5 THE COURT: MAKE IT EASY ON YOURSELVES.
6 MR. GOSHGARIAN: WE WOULD LIKE TO GET IT DONE AS
7 QUICKLY AS POSSIBLE.
8 THE COURT: OKAY. LET'S SAY 10 DAYS.
9 MR. PALMER: TEN DAYS WOULD BE GREAT.
10 THE COURT: ALL RIGHT. TEN DAYS FILE BRIEFS ON
11 ANY TOPIC YOU WANT. DON'T MAKE IT TOO LONG, PLEASE.
12 MAYBE 15 PAGES MAX. AND THEN THE MATTER WILL STAND
13 SUBMITTED. THANK YOU ALL VERY MUCH.
14 IN UNISON: THANK YOU, YOUR HONOR.
15
16 (THE PROCEEDINGS WERE CONCLUDED.)
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1 SUPERIOR COURT OF THE STATE OF CALIFORNIA
2 FOR THE COUNTY OF LOS ANGELES

3 DEPARTMENT 309 HON. ANTHONY J. MOHR, JUDGE
4

5 DANA POSS,)
6 PLAINTIFF,) NO. BC297438
7 VS.)
8 21ST CENTURY INSURANCE) REPORTER'S
9 COMPANY) CERTIFICATE
10 DEFENDANT.)
11 _____)

12
13 I, CLAUDIA VECCHI-CORTEZ, OFFICIAL REPORTER OF THE
14 SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE
15 COUNTY OF LOS ANGELES, DO HEREBY CERTIFY THAT I DID
16 CORRECTLY REPORT THE PROCEEDINGS CONTAINED HEREIN AND
17 THAT THE FOREGOING PAGES 1 THROUGH 23, INCLUSIVE,
18 COMprise A FULL, TRUE, AND CORRECT TRANSCRIPT OF THE
19 PROCEEDINGS AND TESTIMONY TAKEN IN THE MATTER OF THE
20 ABOVE-ENTITLED CAUSE ON MONDAY, APRIL 25, 2011.

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22 DATED THIS 14TH DAY OF JUNE, 2011.

23

24

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26 CLAUDIA VECCHI-CORTEZ, CSR NO. 11630
 OFFICIAL REPORTER

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1 SUPERIOR COURT OF THE STATE OF CALIFORNIA
2 FOR THE COUNTY OF LOS ANGELES
3 DEPARTMENT 309 HON. ANTHONY J. MOHR, JUDGE

4

5 DANA POSS,)
6 PLAINTIFF,) NO. BC297438
7 VS.)
8 21ST CENTURY INSURANCE)
9 COMPANY)
10 DEFENDANT.)
11 _____

12

13 REPORTER'S TRANSCRIPT OF PROCEEDINGS
14 MONDAY, APRIL 25, 2011
15

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